

**SIXTH AMENDMENT TO AMENDED AND RESTATED CONTRACT
BETWEEN
THE DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES
AND
THE CONTRACTOR DELOITTE CONSULTING LLP**

THIS SIXTH AMENDMENT (the "Sixth Amendment"), entered into June 15, 2019, between the State of Delaware, Department of Services for Children, Youth and Their Families (the "Department"), and The CONTRACTOR Deloitte Consulting LLP (the "Contractor"), is an amendment to the Amended and Restated Contract, dated as of March 29, 2016, between the Parties (the "Agreement"). Unless otherwise specifically defined herein, each term used herein shall have the meaning ascribed to such term in the Agreement and subsequent amendments.

WHEREAS, the Department requires Additional Development Services for additional functionality to be performed by an additional Scrum team outside the scope of the Additional Development and Support Services as set forth in the FIFTH AMENDMENT;

WHEREAS, the Department and the Contractor have mutually agreed to update the Contract for purposes of Additional Development Services and to put in place a Statement of Work to specify the Additional Development Services.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, the Parties hereby agree as follows:

1. Append the Contract with the included Statement of Work that includes additional terms to govern the Additional Development Services which are to be performed outside of the scope of the Additional Development and Support Services as set forth in the FIFTH AMENDMENT.

To the extent that there is any conflict between this SIXTH AMENDMENT and any attachment or exhibit or between any of the foregoing, the parties agree that the order of priority of the documents and the order in which they shall be controlling on the parties is set out below as follows:

1. The text of the Sixth Amendment (including the SOW); and
2. The Exhibits that are applicable for this SIXTH AMENDMENT (and that do not replace the Exhibits in effect for the FIFTH AMENDMENT) in order as set out below:

Exhibit A: User Stories for the scope of the Sixth Amendment's services;

Exhibit B: High Level Timeline for the scope of the Sixth Amendment's services;

Exhibit C: Software List for the scope of the Sixth Amendment's services;

All other terms and conditions of the Agreement and subsequent amendments remain the same.

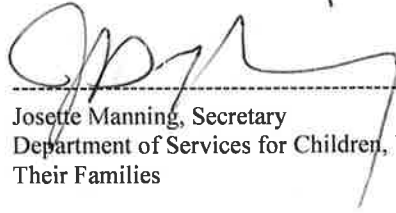
IN WITNESSS THEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officials as to the date first above written.

FOR THE CONTRACTER



Authorized Contractor Signatory
Managing Director
Deloitte Consulting LLP

FOR THE DEPARTMENT



Josette Manning, Secretary
Department of Services for Children, Youth and
Their Families

Statement of Work

For the Additional Development Services

I. Section 1 Overview

This Sixth Amendment adds Additional Development Services that include development of two Salesforce Community based Portals and their integration with FOCUS solution. The Additional Development Services in the scope of this Sixth Amendment will be performed outside the scope of Additional Development and Support Services as set forth in the FIFTH AMENDMENT.

The scope of this SIXTH AMENDMENT will cover:

- Development of a Salesforce Community based Portal for the Department of Family Services (DFS) Criminal History Unit (CHU) and integration with FOCUS solution as covered in Section 2 of this document, and
- Development of a Salesforce Community based Portal for the Department of Family Services (DFS) Intake unit and integration with FOCUS solution as covered in Section 2 of this document.

II. Section 2 Additional Development Services for the CONTRACTOR

The CONTRACTOR will perform the following activities between June 15, 2019 and July 26, 2020:

Additional Development Scope

- Develop and deploy a Salesforce Community based Portal to allow external agencies and individuals to submit Child Protection Registry (CPR) check requests to Department of Family Services (DFS) Criminal History Unit (CHU) through the Portal. The scope of this development work will include:
 - Setup of Salesforce Community, Login functionality and Configuration of Domain in collaboration with Salesforce and DTI Team;
 - Design, Development, System Testing, UAT Support and Code Promotions.
- Develop and deploy a Salesforce Community based Portal to allow mandated reporters and citizens to submit reports on incidences of child abuse and/or neglect to the Department of Family Services (DFS) Intake unit through the Portal. The scope of this development work will include:
 - Setup of Salesforce Community, Login functionality and Configuration of Domain in collaboration with Salesforce and DTI Team;

- Design, Development, System Testing, UAT Support and Code Promotions.
- Provide installation documentation including all parameter choices required for future re-installs
- The additional Development Services as covered above in Section 2 will be performed by an additional Scrum Team over two sprints. “Exhibit B High-Level Timeline” provides the anatomy of these two sprints and the proposed high-level schedule of the development services as covered above in Section 2. “Section IV Team Resourcing” provides the in-scope team structure of the additional Scrum Team.
- The terms of Warranty and Transition services as set forth in the FIFTH AMENDMENT will extend to the scope of development services in this SIXTH AMENDMENT.

In order for the CONTRACTOR to perform this scope of services, the DEPARTMENT will:

- Work with the CONTRACTOR in accordance with the high-level timeline included in Exhibit B for delivery and deployment of the two Portals as covered above under Additional Development Scope.
- Update the User Stories for the Additional Development Scope to meet the Definition of Ready (DOR) prior to the development start date as included in Exhibit B: High Level Timeline.
- Update the User Stories to include UAT scripts within the User Story Template prior to the design start date, as included in Exhibit B: High Level Timeline and execute UAT in accordance with the High-Level schedule.

III. Section 3 Assumptions

The following is a list of some of the assumptions and expectations that, together with the information provided to the CONTRACTOR as of the date of this Amendment, the nature and scope of the Services, the expected Resource requirements, and other commitments from the DEPARTMENT, form the “Assumptions” for this Amendment and the basis of the CONTRACTOR pricing. A deviation from the Assumptions may cause changes to the CONTRACTOR’s schedule, fee, expenses, level of effort or otherwise impact the CONTRACTOR’s performance of the Services, and any adjustments to the Services and/or pricing for such services as a result thereof will require to go through a new amendment. Unless otherwise mentioned, the assumptions as set forth in the FIFTH AMENDMENT, where applicable, apply to the scope of services in this SIXTH AMENDMENT.

3.1 Requirements and Estimated Effort

- The scope of the development work for this SIXTH AMENDMENT is based on the requirements in the user stories referenced in Exhibit A and uploaded in Tracker for the new CHU Portal functionality and the new DFS Intake Portal functionality. These user stories are expected to undergo minor updates (not to exceed 1 user story point of

aggregated level of effort) as a result of the detailed design and clarification sessions between the DEPARTMENT and the CONTRACTOR to meet the Definition of Ready (DoR). Any unexpected deviations from the initial scope of the requirements that may cause a change in any adjustments to the Services, that includes but is not limited to change in level of effort and/or pricing (including any updates to user stories that require more than 1 user story point of aggregated level of effort), will require a new amendment for such changes. All changes will require mutual agreement as to the updated schedule for services.

- The estimated effort for the scope of Additional Development Services is 211 user story points which is also updated in Project Tracker on respective Change Requests. Given the fixed team deployed by the CONTRACTOR, should any scope be removed, a replacement scope will need to be mutually agreed to and user story details and estimates will need to be completed two (2) weeks prior to Sprint 2. Where the user story points increase by more than one (1) user story point, an amendment will be used to add funding to the contract to pay the story point rate as set out in Section VI.
- The scope of development services for the CHU Portal does not include the effort to integrate the CHU Portal with a Payment Processing Service in use by other state agencies. The effort to integrate the CHU Portal with an existing Payment Processing Service will be additional effort to be estimated separately and delivered as a new amendment.
- Delay by the DEPARTMENT in performing its responsibilities, including but not limited to delay associated with this Section 3.1 above (e.g., timely agreement on changes, updated schedules, ARB Review and Approval of proposed approach etc.) and activities included in Exhibit B (High-level Timeline) could delay the completion date of the services in this SIXTH AMENDMENT. The high-level timelines as included in Exhibit B must be timely met by the DEPARTMENT to avoid a delay that could impact availability of federal funding.

3.2 Solution

- If the DEPARTMENT desires a Salesforce expert services review, the DEPARTMENT will contract separately with Salesforce for the expert services review. The CONTRACTOR will support the expert services review by working with Salesforce,

3.3 Testing

- The CONTRACTOR will conduct code promotion from development sandboxes to Production environment during final cut-over for configuration related items.
- The CONTRACTOR will conduct Unit, System, and Integration testing for functions developed by the CONTRACTOR and / or modified and Regression and workflow testing on related portions of FOCUS and the new functionality. The CONTRACTOR will provide the DEPARTMENT, in Tracker, with Test scripts and results from each test.
- The DEPARTMENT will create separate UAT test cases to be executed during the UAT phase. It is expected that these cases will be added to the user story template at time of user story creation.

3.4 Licensing

- The DEPARTMENT will be responsible for the procurement of the relevant licenses as well as the infrastructure components, where deemed necessary by the MIS team, for the scope of services as covered in Section 2 of this SIXTH AMENDMENT.
- All relevant License procurements are to be completed by the end of “Review and Approval of Technical Architecture by DTI ARB” as set forth in Exhibit B: High Level Timeline for the scope of the Sixth Amendment.
- The CONTRACTOR will identify all third-party software required as part of a solution during design. The third-party software and infrastructure, if any, must be vetted and approved by DTI ARB prior to installation. The time to vet potential vendors must be taken into consideration. DTI ARB will provide approval as soon as reasonably possible so as not to impact the release schedule and no later than 21 calendar days from the handover of the Technical Architecture document to MIS Team by the CONTRACTOR for submission to DTI for ARB review unless a longer period is mutually agreed to by the parties.
- The DEPARTMENT will continue to provide license and support for all the required software listed in the FIFTH AMENDMENT throughout the duration of the Agreement and this SIXTH Amendment

3.5 Technology/Infrastructure

- The DEPARTMENT will manage the contracts with 3rd parties to support any integration or mash ups with external sites or vendor systems
- Integration with external systems will be dependent on the capability of external systems. External systems should allow Application Programming Interface (API) access or have a structured manner to call the external web sites

3.6 Change Management and Ongoing Training

- The DEPARTMENT will provide subject matter specialists, super users, and trainers as required to complete updates to materials for existing and new functionality, courseware reviews, identify specific exercise scenarios, support data identification, and prepare the training system,
- The DEPARTMENT will deliver any additional end user training and will provide timely identification and onboarding of resources who will serve as trainers,
- The DEPARTMENT will administer all additional training logistics and related compliance activities, inclusive of enrollment/registration, attendance training, and reporting,
- The DEPARTMENT will reproduce and distribute communication materials and courseware components as required,
- The DEPARTMENT will provide all necessary training facilities and equipment, including training rooms, hardware, network access, audio-visual equipment, and classroom supplies in accordance with the associated and agreed timelines and milestones

3.7 Project Management

- The DEPARTMENT Project Management will have the overall responsibility and authority for driving all decisions, reviewing and approving all deliverables, facilitating discussion and communication among the Parties as needed, and securing any required

DEPARTMENT or third-party resources as it pertains to the scope of Services covered in Section 2 above,

- The CONTRACTOR is not responsible for delays or additional scope that results from other initiatives the DEPARTMENT may have in progress,
- Management of activities in the scope of services, as covered in Section 2 above, will be shared responsibility between the DEPARTMENT and the CONTRACTOR,
- The DEPARTMENT shall obtain all consents necessary from third parties required for the CONTRACTOR to perform its obligations hereunder,
- The CONTRACTOR will have no responsibility for the performance of other contractors or vendors engaged by the DEPARTMENT, or delays caused by them, in connection with the scope of services covered in Section 2,
- The DEPARTMENT is responsible for the contractual relationship with third parties and for ensuring that they cooperate with the CONTRACTOR,
- The CONTRACTOR will have no responsibility for the performance of any third-party software or hardware,
- The DEPARTMENT will be responsible for DEPARTMENT resources, ensuring attendance and participation as deemed needed for the scope of services covered in Section 2,
- The DEPARTMENT and the CONTRACTOR will finalize the schedule for the activities involved in the scope of services as covered in Section 2, inclusive of meetings, draft Deliverable target dates, review cycles, and sign-off milestones in advance of the beginning the activities for the scope of services covered in Section 2 and no later than the end of “Review and Approval of Technical Architecture by DTI ARB” as set forth in Exhibit B: High Level Timeline for the scope of the Sixth Amendment.

3.8 The DEPARTMENT Staff

- The DEPARTMENT will confirm subject matter specialists and super users are available when needed to attend meetings and workshops,
- The DEPARTMENT is responsible for delays or additional costs associated with the delayed approvals, unavailability of required DEPARTMENT resources and for ensuring performance of its third parties,
- The Executive Product Owner and the Division Product Owners, as applicable, will help define/change features, negotiate work with the team, and have the authority to make decisions.

3.9 The CONTRACTOR Personnel

- The CONTRACTOR will perform activities in the scope of services covered in Section 2 through a combination of on-site and off-shore resources as included in “IV Section 4 Team Resourcing”.
- There will be one additional scrum team added to the existing contract to provide the in-scope Additional Development services per the mutually agreed upon schedule. The additional Scrum team shall comprise of 1 Offshore Scrum Master/Technical Lead, 1 Offshore Developer, and 1 Offshore Tester. The additional Scrum team will be supported by the onsite Deloitte team as required.

- The CONTRACTOR staff (Support Services and Additional Deployment), including offshore resources, will be provided appropriate access to all environments in order to conduct deployment activities.

IV. Section 4 Team Resourcing

The development services in the scope of this SIXTH AMENDMENT will be performed over 2 Sprints, as provided in Exhibit B High-Level Timeline, by an additional Scrum Team. The additional Scrum Team will consist of the team members as below:

- 1 Offshore Scrum Master / Technical Lead
- 1 Offshore Developer
- 1 Offshore Tester

V. Section 5 Service Level Agreements (SLA)

SLAs for development services as set forth in the FIFTH AMENDMENT will apply to the scope of the Additional Development Services as covered in this SIXTH AMEDMENT.

VI. Section 6 Pricing

The CONTRACTOR fixed fee to provide the in-scope Additional Development Services as specified herein is set out below:

Scope of Services	Story Point Value	Rate per Story Point	Pricing
Additional Development Services	211	\$685	\$144,535
TOTAL:			\$144,535

- The Additional Development Services will be invoiced to the Department at the end of a given Sprint as outlined in Exhibit B: High Level Timeline upon acceptance of the user stories. The invoice amount for Sprint 1 will equal the total number of the user story points accepted at the closure of the sprint. The balance amount of user story points will be invoiced at the end of Sprint 2 and deployment to production.

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Exhibits

The Updated Agreement Exhibits for purposes of the SIXTH AMENDMENT are detailed below and set out in their order of precedence as follows:

Exhibit A: User Stories for the scope of the Sixth Amendment's services;

Exhibit B: High Level Timeline for the scope of the Sixth Amendment's services;

Exhibit C: Software List for the scope of the Sixth Amendment's services;

Exhibit A – User Stories

The below user stories, uploaded on the respective Change Requests in Tracker, provide the requirements for the development of the Salesforce Community based portals for the CHU functionality and DFS Hotline functionality and their integration with DE FOCUS.

Change Request	Change Request Title	User Story Title
CR-0009	Child Protection Registry Web Portal	<ol style="list-style-type: none"> 1. Agency Registration and Authorization Process 2. Agency submission of CPR Requests and Processing of Requests by DSCYF/Batch Job 3. Agency Notification and Retrieval of Results 4. Manage user access and update agency related details 5. Capture Active Agency Emails
CR-0799	DFS Hotline Web Portal	<ol style="list-style-type: none"> 1. Reporter Registration and Authorization Process 2. Reporter submission of child abuse/neglect 3. Reporter Notification and Retrieval of Results 4. User inactivation and activation related details

Exhibit B – High Level Timeline

The Additional Development Services in the scope of this SIXTH AMENDMENT will be delivered over 2 Sprints of 6 weeks each as provided in the High-Level Timeline below.

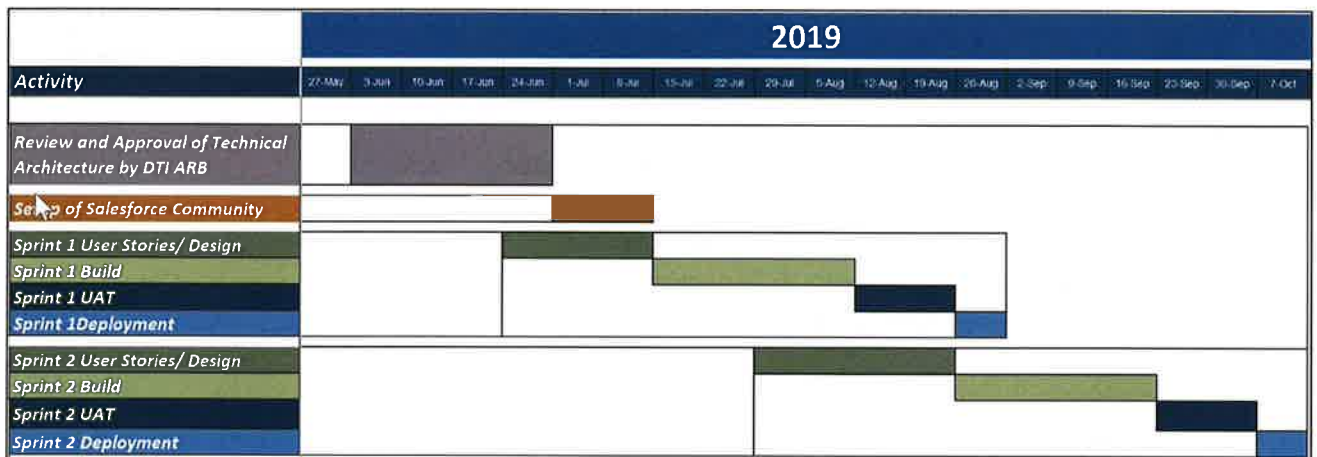


Exhibit C: Software List

The Department will continue to provide licenses and support for all the required software listed below throughout the duration of the contract.

Product Name	Vendor Name
Windows	Microsoft
MS Office	Microsoft
Salesforce Platform Licenses for developers and users	Salesforce
Salesforce Platform Licenses for Tracker	Salesforce
Salesforce Event Monitoring (for Audit purpose)	Salesforce
Salesforce Einstein (Analytics & Reporting)	Salesforce
Salesforce Community (for Portal)	Salesforce
CopyStorm Copy	CapStorm
CopyStorm Restore	CapStorm
Eclipse¹	Eclipse Foundation (Public License)
GitHub – Cloud Hosting User License	GitHub, Inc.
Jenkins¹ (w/ Amazon EC2 Hosting)²	MIT (General Public License)
Notepad++¹	GNU (General Public License)
Anypoint Studio 3.8.5	MuleSoft
Cloudhub – (2 PROD, 4 non-PROD CPU Core)	MuleSoft
SOAP UI¹ (EUPL – SOAP UI Open Source)	Smartbear Software (Open Source)
WinSCP¹	GNU (General Public License)
Putty¹ (Open Source)	MIT License (Open Source)
Talend Open Studio for Data Integration version 6.2.1¹	Talend (Open Source)
PLSQL Developer 12	Oracle
Oracle DB 11g	Oracle
Adobe Reader	Adobe
Chrome	Google Inc. (Freeware)
JAWS	Freedom Scientific
Smarty Street (Address Verification Service)	SmartySteets
Selenium¹	Apache License 2.0 (Freeware)
SOLR	Apache License 2.0 (Freeware)
Apache Ant¹	Apache License 2.0 (Freeware)

¹Freeware, no license cost involved.

²Amazon EC2 subscription is required.